19 49. **File No.** A.G.N. Leg/49-I

Legal **DEPARTMENT**

I **BRANCH**

Subject:— Draft Agreements — Scrutiny of — under the Land Acquisition Act 1894

P.11 E

File No. A G N Leg/49 I

Std. Sectt. Slip 24 B e.

12.E

C O N T E N T S.

:gal Department File No. A.G.N. La[illegible]/49.I

Sr. No.	R. I. / O. No.	Subject	Pages.
1.		Draft Agreement between the Mal[illegible] Co- Op. Society and the Governor of Bombay	1-9.

EVY. 31/5.

[illegible].

165

KARWAR Laying I

174

AGREEMENT.

An agreement made this the ~~17th day of December one thousand nine hundred and forty eight~~ day of — one thousand nine hundred and forty-nine between the Halkeri Co-operative Society, a society registered under the Bombay Co-operative Societies Act, 1925 (VII of 1925), having its registered office at Halkeri, Taluka Ron (hereinafter called " the society" which expression shall, unless excluded by or repugnant to the context be deemed to include its successors or assigns) of the one part and the Governor of Bombay of the other part.

Whereas the principal objects for which the Society is established are:-

To promote thrift and advance loans to its members (~~hereinafter referred to as " the said objects"~~.

And whereas the Society has applied to the Government of Bombay (hereinafter referred to as " the Government") that certain land in S.No. 527/2 of Naregal more particularly described in the Schedule hereto annexed hereinafter referred to as "the said land", should be acquired under the provisions of the Land Acquisition Act, 1894 (I of 1894), (hereinafter referred to as " the said Act") for ~~the following purposes~~ the purpose of a Co-operative Society, namely ~~1.~~ Stone quarry ~~for the Halkeri Society~~.

And whereas the Government, having caused an enquiry to be made

in conformity with the provisions of the said Act and being satisfied as a result of such inquiry that the acquisition of the said land is needed for the ~~Society~~ for the Society stone quarry, has consented to the provisions of the said Act being put in force in order to acquire the said land for the Society and has pursuant to section 41 of the said Act required the Society to enter into an agreement hereinafter contained with the Government.

Now these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Society on the following conditions, namely :-

(1) The Society shall pay to the Government the entire cost, as determined by the Government, of the acquisition of the said land, including all compensation damages, costs charges and other expenses whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or appellate courts, and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may think it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded as

prescribed in Government Resolutions, Revenue Department No.2461/24 dated the 6th March 1925 and 24th November 1925 or any other Resolutions which may be issued by the Government hereafter in supersession or modification of the said Resolutions. The monies which shall be payable by the Society under this clause shall be paid by it by the initial deposit with the Collector of Dharwar (hereinafter called " the Collector") of the sum of Rs. within seven days after the execution of this agreement and thereafter by payment to the Collector within fourteen days after demand by the Collector in writing of such further amount of amounts as the Collector shall from time to time estimate to be required for the purpose of paying or disbursing any compensation or damages costs charges or expenses hereinbefore referred to.

(2) On payment of the entire cost of the acquisition of the said land,as hereinabove referred to, the whole of the said land shall, as soon as conveniently may be, be transferred to the Society at the cost in every respect of the society so as to vest in the society subject to the provisions of the Bombay Land Revenue Code, 1879(herein after called the "said Code") and the rules made thereunder and subject also to the provisions of this agreementas

to the terms on which the land shall be held by the society.

(3) The said land when so transferred to and vested in the society, shall be held by the society as its property to be used only in furtherance of and for purposes for which it is acquired subject nevertheless to the payment of agricultural, non-agricultural or other assessment if and so far as the said land is or may from time to time be liable to such assessment under the provisions of the said Code and the rules made thereunder, and the local fund cess, as the case may be.

(4) The Society shall :-

(i) not use the said land for any purpose other than that for which it is acquired;

(ii) at all times, keep and maintain the said land [and the building or buildings erected thereon] in good order and condition to the satisfaction of the Collector.

(iii) manage the said Society in accordance with the rules framed under the Bombay Co-operative Societies Act,1925;

(iv) maintain all records of the society properly and supply to the Government punctually such returns of [educational statistical and other] information as may from time to time be required by the Government.

(v) not use the said land [or any ~~building that may be erected upon~~ it] for any purpose which in the opinion of Government is objectionable.

(5).....

5 175

(5) The Society shall, from time to time and at all times, permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the society upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Society in the construction of the said works of the society upon the said land.

(6) In case the said land is not used for the purposes for which it is acquired as hereinbefore recited or is used for any other purpose or in case the society commits a breach of any of the ~~exquixxxxxxxx~~xxx conditions here the said land together with the buildings, if any, erected thereon, shall be liable to resumption by the Government subject however, to the condition that the amount spent by the society for the acquisition of the said land or its value as undeveloped land at the time of resumption whichever is less(but excluding the cost or value of any improvements made by the Society to the said land or any structure standing on the said land) shall be paid as compensation to the society:

Provided that the said land and the buildings, if any, erected thereon shall not be so resumed, unless due

notice of the breach complained of has been given to the Society and the Society hasfailed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

(7) If at any time or times the whole or any part of the said land is required by Government or for any purpose connected with public health,safety, utility or necessity(as to which matter the society shall accept as final the decision of the Government), the society on being thereunto required by the Government in writing shall transfer to the Government the whole or part of the said land as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer the Government shall pay to the society a sum equal to the amount of the compensation awarded under the said Act and paid by the Society in respect of the land so transferred, including the percentage awarded under Section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Dharwar whose decision in the matter shall be final, as the costs of the development of the land so transferred, which shall include the value at the date of transfer or any structures standing thereon, and when part of a building is on the land

so....

7 122

so transferred and part is on an adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land,

(8) All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Society.

THE SCHEDULE ABOVE REFERRED TO.

Schedule.

District Dharwar. Taluka : Ron.

Village Naregal. Survey No.527/2

Approximate area of the land required. A.G. 4-0

In witness whereof, the Chairman of the Halkeri Society hath for and on behalf of the ~~Halkeri~~ society set his hand and the seal of the society and the ~~Prant Officer~~ Collector of ~~Gadag-Dn.~~ Dharwar hath on behalf of the Governor of Bombay set his hand and affixed the seal hereto the day and year first above written.

Signed Sealed and delivered by ~~Nagappa Gunda~~ Inamati Esqr., Chairman of the Halker Co-operative Society for and on behalf of the society, pursuant to a resolution of the Managing Committee of the Society.

In the presence of :-

1.

2.

Sd/-
Chairman of Halkeri.
Co-operative Society.

Signed, and delivered by ~~B.L.Jadhav, Esqr., B.A.~~ Sarr

~~Prant Officer, Gadag Division Dharwar.~~ Collector of Dharwar

In the presence of :-

1.

2.

Sd/-
Prant Officer, Gadag Division.
Dharwaar.

Dated 10-1-1949

DD/17/2/-

9 479

Legal Department.

The draft Agreement as amended is in order.

R.D. may check the recitals containing the objects and the testimonium clause of the draft agreement with the Society's constitution and bye-laws.

OC/ BN 2812
Solicitor to Government.

U.R.to R.D. No. 2388 dated 1st March 1949.

KML/28.2
Lm
28.2

Issued
CSP
1/3

10

Submitted after issue.

File in Agn Leg/149

Dept
3/3
Sol

Agn Leg/149
4-3-49